

D R A F T 6/21/06

DATA EXCHANGE AND SYSTEM ACCESS AGREEMENT

BETWEEN

THE DEPARTMENT OF WORKFORCE DEVELOPMENT
Division of Workforce Solutions
Bureau of Child Support

AND

THE DEPARTMENT OF HEALTH AND FAMILY SERVICES
Division of Children and Family Services

PROVIDING FOR THE RELEASE OF

Wisconsin Statewide Automated Child Welfare Information System (eWiSACWIS) Information
to the Bureau of Child Support and Child Support Agencies

and

Kids Information Data System (KIDS) Information
to the Division of Child and Family Services and Child Welfare Agencies

I. PARTIES

The parties to this agreement are the Department Of Workforce Development, Division of Workforce Solutions, **Bureau of Child Support (hereinafter BCS)** on behalf of itself and County Child Support Agencies under contract with DWD/DWS/BCS to provide child support enforcement services in Wisconsin, and the Wisconsin Department of Health and Family Services, **Division of Children and Family Services (hereinafter DCFS)** on behalf of itself and County Human/Social Services Departments and licensed child placing agencies under contract with the DHFS/DCFS or a County Department to provide child welfare services in Wisconsin.

II. TERM

This Agreement shall be in effect for a period of five (5) years from the date it is fully executed. Termination of the agreement is addressed in Section XIII.

III. DEFINITIONS

- A. "BCS" is the agency responsible for implementing the provisions of Title IV-D of the Social Security Act (Child Support Program) in Wisconsin and for implementing the Kids Information Data System (KIDS).
- B. "DCFS" is the agency responsible for implementing the provisions of Title IV-E of the Social Security Act (Foster Care and Adoption Assistance) in Wisconsin and for implementing the Wisconsin Statewide Automated Child Welfare Information System (eWiSACWIS).
- C. "BCS Agreement Coordinator" is the person designated by the Director of the Bureau of Child Support to:
1. Coordinate and administer DCFS/BCS Agreement amendments;
 2. Work with DCFS to oversee the procedures for designating Child Support staff to access eWiSACWIS and Child Welfare staff access to KIDS.
 3. Coordinate data sharing requests between DCFS and BCS in accordance with this agreement.

The BCS Agreement Coordinator will be the primary point of contact for any communications between DCFS and BCS regarding data sharing under this agreement. Any exceptions must be agreed upon by the DCFS and BCS Agreement Coordinators. The name of and contact information for the BCS Agreement Coordinator are specified in Addendum A.

- D. "DCFS Agreement Coordinator" is the person designated by the Administrator of the Division Child and Family Services to:
1. Coordinate and administer DCFS/BCS Agreement amendments;

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2. Work with BCS to oversee the procedures for designating Child Support staff to access eWiSACWIS and Child Welfare staff access to KIDS;
 3. Coordinate data sharing requests between DCFS and BCS in accordance with this agreement.

The DCFS Agreement Coordinator will be the primary point of contact for any communications between DCFS and BCS regarding data sharing under this agreement. Any exceptions must be agreed upon by the DCFS and BCS Agreement Coordinators. The name of and contact information for the DCFS Agreement Coordinator are specified in Addendum A.

- E. "CSA" is a local Child Support Agency.
- F. "CWA" is a local Child Welfare Agency.

IV. PURPOSE

The purpose of this agreement is to establish procedures for access to eWiSACWIS information by BCS and CSA staff and access to KIDS information by DCFS and CWA staff.

- A. Access to the eWiSACWIS system and eWiSACWIS information shall be used by BCS and CSA staff only for the following purposes:
 1. Identifying and contacting putative parents for establishing paternity;
 2. Preparing paternity judgment cases for court action;
 3. Locating non-custodial parents and identifying possible employment and earnings of child support obligors;
 4. Updating parents' and children's demographics and support collections information;
 5. Directing support to local agencies for out-of-home care cases;
 6. Reconciling payments in Kinship Care or Substitute Care cases.
- B. Access to the KIDS system and KIDS information shall be used by DCFS and CWA staff only for the following purposes:
 1. Identifying and contacting parents or putative parents of children for potential placement;
 2. Preparing child protective service, juvenile protective service and juvenile delinquency cases for court action;
 3. Making appropriate child support referrals with complete information for out-of-home care cases;
 4. Reconciling payments in Kinship Care or Substitute Care cases;
 5. Updating parents' and children's demographics and support collections information.

V. INFORMATION TO BE PROVIDED AND PURPOSES

- A. The specific eWiSACWIS information which will be requested by and provided to BCS and CSAs pursuant to this agreement, and only for the purposes specified in Article IV, is as follows:
1. Certain demographic information for persons in family cases referred to Child Support by CWAs, including such items as name, date of birth, social security number, eWiSACWIS case and personal identifying numbers (PINs), family relationship, address, telephone, and information on employer and insurance carriers.
 2. Certain case information for children in out-of-home placement referred to Child Support by CWAs, including such information as placement type, eWiSACWIS worker ID, county identifier, placement start and end dates, child's Medical Assistance status, and payment information.
- B. The specific KIDS information which will be requested by and provided to DCFS and CWAs pursuant to this agreement, and only for the purposes specified in Article IV, is as follows:
1. Contact information for parents or putative parents in family cases that involve current or likely out-of-home placements of children, including such information as name, date of birth, family relationship, address and telephone.
 2. Certain demographic information for persons in family cases referred to Child Support by CWAs, including such items as name, date of birth, social security number, KIDS case and personal identifying numbers (PINs), family relationship, address and telephone.
 3. Certain case information for children in out-of-home placement that have been or could be referred to Child Support, including such items as paternity order, child support order, KIDS worker ID, county identifier, and payment information.

VI. AUTHORITY TO REQUEST INFORMATION AND SYSTEM ACCESS

The BCS official with authority to request information from DCFS under this agreement is listed in Addendum A. All BCS requests for information or eWiSACWIS access must be routed through the DCFS Agreement Coordinator or designee.

The DCFS official with authority to request information from BCS under this agreement is listed in Addendum A. All DCFS requests for information or KIDS access, including requests for the Bureau of Milwaukee Child Welfare and the Special Needs Adoption Program, must be routed through the BCS Agreement Coordinator or designee.

Requests for eWiSACWIS information or system access by CSAs must be routed through the Director or designee of the CWA for the county. System access for Child Support staff will be determined by the eWiSACWIS security delegate for the county based on direction from DCFS regarding user security profiles applicable to Child Support.

Requests for KIDS information or system access by CWAs must be routed through the Director or designee of the CSA for the county. System access for Child Welfare staff will be determined by the KIDS security delegate for the county based on direction from BCS regarding user security profiles applicable to Child Welfare.

VII. METHODS, TIMING, AND FORMATS OF REQUESTS

The method of access by BCS and CSA staff to information from eWiSACWIS is by read or query only. Query access may be provided to staff in BCS and each county CSA under this agreement. The number of BCS staff with access will be determined by DCFS. The number of CSA staff with eWiSACWIS access will be determined by the CWA for the county.

The method of access by DCFS and CWA staff to information from KIDS is by read or query only. Query access may be provided to staff in DCFS and each county CWA under this agreement. The number of DCFS staff with access, including the Bureau of Milwaukee Child Welfare and Special Needs Adoption Program, will be determined by BCS. The number of CWA staff with KIDS access will be determined by the CSA for the county.

eWiSACWIS system access should be granted to CSA staff on the basis of having Child Support business reasons for information, as defined in Section IV. KIDS system access should be granted to CWA staff on the basis of having Child Welfare business reasons for information, as defined in Section IV. Maintaining confidentiality of Child Support and Child Welfare information should be taken into account in determining the number of staff with system access.

If eWiSACWIS information is used by BCS or a CSA to take action affecting the benefits or rights of persons with a record in the eWiSACWIS system, BCS or the CSA shall notify the county (or the Bureau of Milwaukee Child Welfare and Special Needs Adoption Program) responsible for the record of how the eWiSACWIS information was used.

If KIDS information is used by DCFS or a CWA to take action affecting the benefits or rights of persons with a record in the KIDS system, DCFS (including the Bureau of Milwaukee Child Welfare and Special Needs Adoption Program) or the CWA shall notify the county responsible for the record of how the KIDS information was used.

VIII. PROTECTION OF CONFIDENTIALITY; PROTECTION AGAINST UNAUTHORIZED ACCESS OR DISCLOSURE

Each party agrees to comply with the following measures to protect the confidentiality of any information provided under this agreement and to protect such information against unauthorized access or disclosure.

- A. The information subject to this agreement shall be used only to the extent necessary to assist in the valid administrative needs of the programs under Titles IV-D and IV-E of the Social Security Act and Chapters 48, 767 and 938 of the Wisconsin Statutes and shall not be disclosed to any other person(s) under any circumstances except as provided by Federal and State law or with the permission of the agency responsible for the information;
- B. Any person with access to information under this agreement will agree not to use the information for any purposes not specifically authorized under this agreement;
- C. If information is printed, it shall be destroyed as soon as it is no longer needed, using a secure method, such as shredding;
- D. Each party agrees that applicable confidentiality and use requirements and limitations regarding information provided under this agreement shall be made known to individuals granted access or information under this agreement. These individuals shall also be informed that they are subject to Wisconsin Statute 943.70, Computer Crimes, which prohibits unauthorized access of data or other information. Depending on circumstances, violation of this statute is a minimum of a Class A Misdemeanor, which carries a penalty of a fine not to exceed \$10,000 or imprisonment not to exceed 9 months, or both.
- E. System access of individual users may be terminated immediately upon notice to either party of violations by such users of this agreement.

IX. FAMILY VIOLENCE INDICATOR

Pursuant to Wisconsin statute and federal law [Wis. Stat 49.22(12) and Section 454 (26) of the Social Security Act], a CSA may not release information about the whereabouts of a person, ***if the person seeking information is subject to a temporary restraining order or injunction with respect to the person about whom the information is sought, or if the CSA has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought.*** Child support workers safeguard the privacy of said individuals by entering a participant privacy indicator in KIDS. In addition, when a claim or finding of Good Cause for noncooperation with child support is entered in KIDS the system will automatically create privacy protection. The indicator appears on all screens pertaining to the case and the protected participant.

The CWA will explain the sensitive nature of the privacy protection indicator to all agency personnel with access to KIDS information and will comply with safeguards to protect the privacy of all individuals protected with the privacy protection indicator.

Information about protected individuals may not be published, used, transmitted or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

X. CONFIDENTIALITY ACKNOWLEDGEMENT

The Administrator of the Division of Workforce Solutions, as a signatory to this agreement, on behalf of BCS and affiliated parties under Section I of this agreement, attests that all persons with access to the information covered by this agreement are required to adhere to confidentiality requirements under Section VIII.

The Administrator of the Division of Children and Family Services, as a signatory to this agreement, on behalf of DCFS and affiliated parties under Section I of this agreement, attests that all persons with access to the information covered by this agreement are required to confidentiality requirements under Section VIII.

XI. COMPLIANCE: ON-SITE INSPECTIONS

Each party agrees to permit authorized personnel of the parties to make on-site inspections to ensure that requirements of Section VIII of this agreement are being met.

XII. SUSPENSION OF THIS AGREEMENT BY EITHER PARTY FOR DEFAULT

Notwithstanding the term specified in Article II or the notice requirement in Article XV, either party may suspend this agreement immediately upon notice to the other agency in the event of any of the following:

- A. A person under the responsibility of either party uses any information provided under this agreement for a purpose not specified herein;
- B. A person under the responsibility of either party fails to protect the confidentiality of information provided or fails to protect such information against unauthorized access or disclosure as provided by Article VIII;
- C. A person under the responsibility of either party violates Article IX of this agreement;
- E. A person under the responsibility of either party fails to allow on-site inspections authorized by Article X.

XIII. CURE DEFAULT TO REINSTATE AGREEMENT

Any suspension of this agreement for any one or more of the reasons specified in Article XI shall remain in effect until the parties or any person under the responsibility of one or more of the parties involved come into compliance with the terms and conditions of this agreement as determined by both parties, or until a new agreement between the parties is reached.

XIV. SUSPENSION OR TERMINATION OF THIS AGREEMENT

Upon 45 days written notice to the other party to this agreement, either party may suspend or terminate this agreement without cause.

XV. SURVIVAL

The confidentiality and disclosure requirements in Articles VIII and IX of this agreement survive the suspension or termination, for whatever reason, of the agreement, subject to applicable State and Federal laws.

XVI. AMENDMENT OF THIS AGREEMENT

- A. All or part of this agreement may be amended at any time by written amendment signed by the Administrator of DCFS and the Administrator of DWS. It is acknowledged that this agreement is subject to Federal and State laws, regulations, and policies, all of which are subject to change. Pursuant to any change in these laws, regulations, or policies, this agreement will be considered immediately modified in accordance with each such change, without notice or written amendment.
- B. If either party disputes an interpretation of a change under Paragraph A of this section or believes that such change will render its performance under this agreement illegal, impractical, or impossible, that party will provide notice to the other party. Upon the giving of the required notice, DCFS and BCS agree to negotiate as to the effect the particular Federal or State law, regulation, or policy change will have on the future implementation and continuation of this agreement.
- C. Each party agrees to give the other party written notice as soon as possible but no later than thirty (30) days after becoming aware of any State or Federal law, regulation, or policy change that may impact the performance of either party under this agreement.

Department of Workforce Development, Division of Workforce Solutions

By: _____,
Bill Clingan, Administrator

Date_____

Department of Health and Family Services, Division of Children and Family Services

By: _____,
Burnie Bridge, Administrator

Date_____

ADDENDUM A

BCS and DCFS Agreement Coordinators:

1. BCS hereby designates Steven Buechner to serve as the BCS Agreement Coordinator as specified in Article III of this agreement.

Steven Buechner, Child Support Data Steward
Phone: 608-267-9539
E-Mail: steven.buechner@dwd.state.wi.us

2. DCFS hereby designates John Tuohy to serve as the DCFS Agreement Coordinator as specified in Article III of this agreement.

John Tuohy, Director, Office of Program Evaluation and Planning
Phone: 608-267-3832
E-Mail: tuohyjo@dhfs.state.wi.us

Date _____